

# THE CHINA MAIL.

Established February, 1845.

HONGKONG, THURSDAY, SEPTEMBER 26, 1889.

日二初月九日

PRICE, \$2 PER MONTH.

VOL. XLV: No. 8336.

號大月九日九十八年九月六日

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 11 & 12, Clement's Lane, Lombard Street, R. C. GEORGE STREET & CO., 29, Cornhill, GORDON & GORGE, 22, Queen's Gate, E.C., BIRMINGHAM, 14 & 15, W. M. WILSON, 151, Octagon Street, E.C., ROBERT WATSON, 151, Fleet Street.

PARIS AND EUROPE.—AMERICAN, 39, Rue Laffitte, Paris.

NEW YORK.—J. STEWART HARRIS, THE CHRISTIAN EVANGELIST OFFICE, 52, West 22d Street.

SAN FRANCISCO and American Posts generally.—BEAN & BLACK, San Francisco.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GORGE, Melbourne and Sydney.

CEYLON.—W. M. SMITH & CO., THE ARCHÆOLOGICAL CO., COLOMBO.

SINGAPORE, STRAITS, &c.—SAYL & CO., SINGAPORE; S. G. HENKEMAN & CO., MARTIN.

CHINA.—MAGG, F. A. DE GRAS, SOZIUS, QUILLON & CO., AMY, N. MOAHE, FOOCHOW, HABER & CO., SHANGHAI, LANE, CRAWFORD & CO., KELLY & WILSON, YOKOHAMA; LANE, CRAWFORD & CO., and KELLY & CO.

## BANKS.

### NOTICE.

RULES OF THE HONGKONG SAVINGS' BANK.

1.—The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3; Saturdays, 10 to 1.

2.—Sums less than \$1, or more than \$250 at one time will not be received. No depositor may deposit more than \$2,500 in any one year.

3.—Depositors in the Savings' Bank having \$100 or more at their credit may at their option transfer the same to the Hongkong and Shanghai Banking Corporation on fixed deposit for 12 months at 5 per cent. per annum interest.

4.—Interest at the rate of 3 1/2 per cent. per annum will be allowed to depositors on their daily balances.

5.—Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must not make any entries themselves in their Pass-Books but should send them to be written up at least twice a year, about the beginning of January and beginning of July.

6.—Correspondence as to the business of the Bank is marked On Hongkong Savings' Bank Business is forwarded free by the various British Post Offices in Hongkong and China.

7.—Withdrawals may be made on demand, but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.

For the  
HONGKONG & SHANGHAI BANKING  
CORPORATION,  
G. E. MOBLE,  
Chief Manager.

Hongkong, January 1, 1889. 754

HONGKONG & SHANGHAI BANKING  
CORPORATION.

PAID-UP CAPITAL.....\$7,500,000  
RESERVE FUND.....\$4,400,000  
RESERVE LIABILITY OF PROPRIETORS.....\$7,500,000

COURT OF DIRECTORS.  
Chairman—W. H. FORBES, Esq.  
Deputy Chairman—H. L. DAWRYTHE, Esq.  
W. G. BROOK, Esq. S. C. MICHAELSON,  
T. E. DAVIES, Esq. J. S. MOSE, Esq.  
J. F. HOLLOWAY, Esq. L. FORENBROOK, Esq.  
Hon. J. J. KESWICK, Esq. H. A. STEPHENSON, Esq.  
Hon. B. LAYTON, Esq. E. A. SOLOMON, Esq.

CHIEF MANAGER.  
Hongkong.—G. E. MOBLE, Esq.  
MANAGER.  
Shanghai.—JOHN WALKER, Esq.  
LONDON.—BANKERS, THE LONDON AND COUNTRY  
BANK.

HONGKONG.  
INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

On Fixed Deposits—  
For 3 months, 3 per cent. per annum.  
" 6 " 4 per cent. "  
" 12 " 5 per cent. "

LEGAL BILLS DISCOUNTED.  
Credits granted on approved Securities and every description of Banking and Exchange business transacted.

Debts granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

G. E. MOBLE,  
Chief Manager.

Hongkong, August 24, 1889. 363

## FOR SALE.

FURNISHED RESIDENCE  
(PEAK).

WELLBURN, on R. B. L. No. 57, W. has a splendid view, is built with Teak throughout, and has a concrete Tennis Court. Gas laid down.

For full Particulars, apply to  
THE HONGKONG LAND INVESTMENT & AGENCY COMPANY, LIMITED.

Hongkong, August 27, 1889. 1661

## FOR SALE.

AT THE PEAK.

ROCKHURST' and Surrounding LAND, comprising R. B. L. No. 1. The House which is substantially built has recently been enlarged, and commands one of the finest views in the Colony.

The Site is sufficiently large to allow of several other Houses being built thereon.

For full Particulars, apply to  
THE HONGKONG LAND  
INVESTMENT & AGENCY  
COMPANY, LIMITED.

Hongkong, August 22, 1889. 1664

## Prospectus.

THE SUBSCRIPTION LIST WILL BE KEPT OPEN UNTIL THE ARRIVAL OF THE TONKIN MAIL FROM "CHINA."

THE HONGKONG LIME AND CEMENT WORKS, LIMITED.

TO BE INCORPORATED UNDER THE COMPANIES' ORDINANCES, 1884-1886.

CAPITAL.....\$250,000  
DIVIDED INTO 50,000 SHARES  
OF \$5 EACH.

Payable \$1 on Application, \$1 on Allotment. Balance as required at one month's Notice. One half of the Shares is held by the Directors and their friends and will be allotted in full; the remainder are now offered for Public Subscription in Tonkin and Hongkong.

Directors:  
A. LIEBARD, Esq. of A. P. MARTY, Esq.  
H. F. HAYLLAR, Esq. of C. E.  
C. GRANDJEAN, Esq.

CHEONG KAI, Esq.  
FUNG WA CHUN, Esq.

LO TSUN HING, Esq.

B. R. RODYK, Esq.

C. VEZIN, Esq.

Join after Allotment.

Bankers:  
THE NEW ORG. TAL BANK CORPORATION, LIMITED.

Advertisers:  
MESSRS. CALDWELL AND WILKINSON, HONGKONG.

P. DEVAUX, Esq., HONGKONG.

Consulting Engineer:  
H. F. HAYLLAR, Esq.

General Agent:  
A. E. M. A. T. Y., Esq., HONGKONG AND HONGKONG.

Secretary or Office:  
J. A. BARRETTO, Esq., 2, D'AGUILAR STREET.

PROSPECTUS.

THE Company is formed to purchase and enlarge the Cement Works known as 'The Société Française de Fabrication des Ciments à Chaux Hydrauliques de Produits Chimiques du Tonkin' situated at Hongkong.

The property is held under a concession from the French Government and is of 60 acres in area, with sea frontage and is admirably situated, having an approach where vessels of any size can enter. There is also a practically inaccessible supply of lime and other materials required for construction on the spot. Coal, the principal item, is to be had near and cheap.

As a matter of fact veins of coal have been discovered on the property to be purchased by this Company. It may be stated that the Charbonnages du Tonkin's property is immediately opposite that of this Company.

Very satisfactory reports on the cement and hydraulic lime have been given by the French Government, and local authorities here, and these can be seen at the offices, where samples also may be had. Samples are now being submitted to the Government for approval. Whilst this Cement is considered as good as that supplied by the Green Island Company, as regards cost it is cheaper.

The 'cost' price is \$1.25 a cask in Hongkong and \$1.50 here. It can be sold in Indo-China for about \$2.50 a cask and in Hongkong for \$3.50.

Without taking into consideration the Hongkong market, there is consumed in Indo-China alone, according to official reports, 32,000 casks per annum.

There are no legal objections to an English Company working the concession, with its Head office in this colony.

The purchase money has been fixed at \$83,000 of which \$25,000 is taken in shares.

This includes a large stock of raw material, coal, cement, lime and bricks. Should the Company at any time increase its capital, one fully paid up share is added to the purchased money for every ten shares issued. With the present capital the Company will be able to turn out 60,000 casks of cement a year, as well as hydraulic lime, fire bricks &c., in large quantities.

The following contracts have been entered into:—

(1) Contract, dated 27th July 1888, between C. VEZIN of the one part and ARTHUR B. RODYK of the other part.

(2) Contract, dated 6th August 1888, between ARTHUR B. RODYK of the one part and J. A. BARRETTO as Trustee on behalf of the Company of the other part.

These together with the Memorandum and Articles can be seen at the Solicitor's office.

Applications for shares must be made on the printed form, and forwarded to the Bankers (whose share forms may be obtained) together with the amount payable on application.

Hongkong, September 26, 1888. 1631

## Intimations.

WINDSOE HOUSE,  
HONGKONG,  
No. 8, QUEEN'S ROAD, CENTRAL,  
PRIVATE BOARD AND RESIDENCE,  
AND  
FAMILY HOTEL.

This ESTABLISHMENT is situated in a most central position, opposite the Telegraph Office and two doors from the Chartered Bank. It offers FIRST-CLASS ACCOMMODATION to RESIDENTS and TRAVELLERS, has a SPACIOUS DINING ROOM and a large number of well FURNISHED BED ROOMS with all conveniences. A Good Table kept, TUESDAYS, 1 P.M., DINNER, 7.30 P.M. BOARD by the Month, Day, or Single Meals, at reasonable rates.

ARRANGEMENTS CAN BE MADE TO SERVE MEALS IN GENTLEMEN'S QUARTERS.

CONTINENTAL LANGUAGES SPOKEN.

Mrs. BOHIM, Proprietress.

Hongkong, August 30, 1888. 1632

SHOOTING GALLERYS,

AT  
NO. 35, WELLINGTON STREET,  
under the UNION CLUB.

Opened from 10 a.m. to 1 p.m., and from 3 to 12 p.m.

THE HONGKONG LAND  
INVESTMENT & AGENCY  
COMPANY, LIMITED.

Hongkong, September 6, 1889. 1634

## Business Notices.

### GARDEN SEEDS,

SEASON—1889.

LANE CRAWFORD & CO.

HAVE RECEIVED THEIR NEW STOCK OF

VEGETABLE AND FLOWER SEEDS.

SUTTON'S SELECTED ENGLISH SEEDS.

HENDERSON'S TESTED NEW YORK SEEDS.

ORDERS SHOULD BE SENT IN AT ONCE. ORDER SHEETS SENT ON APPLICATION.

SUTTON'S CONCENTRATED MANUFACTURED BOOKS UPON GARDENING.

GARDEN TOOLS.

GARDEN GLOVES.

ENGINEER-MADE WATERING CANS.

LAWN MOWING MACHINES.

LANE, CRAWFORD & CO.,

Hongkong, September 2, 1889. 1633

Victoria Hotel,  
Praya and Queen's Road Central, Hongkong.

MESSRS. DORARJEE & HING KEE,  
Proprietors.

Hongkong, September 16, 1889. 1612

W. POWELL & CO.

EX STEAMSHIPS BOMBAY AND GLENGARRY.

LARGE SHIPMENTS OF

New Goods,

IN ALL DEPARTMENTS.

W. POWELL & CO.

VICTORIA EXCHANGE,  
September 23, 1889. 1652

ROBERT LANG & CO.,

Tailors, Tailors, Shirtmakers and Gentlemen's Outfitters.

WE HAVE JUST OPENED OUR  
NEW AUTUMN GOODS,

consisting of

A LARGE AND CHOICE SELECTION OF COATINGS FOR MORNING AND EVENING DRESS.

A very Stylish Lot of TWEEDS, New in Design and Material, and a varied

Assortment of TROUSERS in all the Newest Patterns.

QUEEN'S ROAD (opposite HONGKONG HOTEL),

Hongkong, September 14, 1889. 1730

AUCTIONS.

GOVERNMENT NOTIFICATION.—

## To-day's Advertisements.

CANADIAN PACIFIC STEAMSHIP COMPANY.

TAKING CARGO AND PASSENGERS TO JAPAN, CANADA, THE UNITED STATES, AND EUROPE.

THE CANADIAN PACIFIC RAILWAY AND OTHER CONNECTING RAILWAY LINES &amp; STEAMERS.

THE British Steamship PORT AUGUSTA, 2,830 Tons Register, will be despatched for VANCOUVER, B.C., via AMoy, Foo-chow, KOH, and YOKOHAMA, to MORROW, the 27th September, at Noon.

To be followed by the S.S. PARTHA, on 10th October, and S.S. PORT FAIRY, on the 24th October.

Connection will be made at Yokohama with Steamers from Shanghai and Japan Ports, and at Vancouver with Pacific Coast Points, by the regular Steamers of the PACIFIC COAST STEAMSHIP COMPANY and other Steamers.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of Steamers.

First-class Fares granted as follows:—

To Vancouver Victoria (Mer.) \$210.00

To all Canadian points in Canada and the United States 275.00

To Liverpool 320.00

To London 325.00

To other European points proportionately.

Specified reduced rates granted to Officers of the Army, Navy, Civil Service, and the Imperial and Japanese

Customs to be obtained on application.

Consular Invoices to accompany Cargo destined to points in the United States, should be sent to the Company's Offices, addressed to Mr. D. B. BROWN, District Freight Agent, Vancouver, B.C.

Freight will be received on board until 4 p.m. on the 25th September.

All Parcels must be sent to our Office and should be marked to address in full; and the same will be received by us until 5 p.m. the day previous to sailing.

For information as to Passage or Freight, apply to

ADAMSON, BELL &amp; CO., Agents.

Hongkong, September 26, 1889. 1779

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

(Taking Cargo &amp; Passengers at through rates for CHIEFOO, TIENSIN, NEW-CHWANG, HANKOW and Ports on the YANGTSEK.)

The Co.'s Steamship

Chingay, Captain SAYER, will be despatched as above on

SATURDAY, the 28th Instant, at 3 p.m.

For Freight or Passage, apply to

JARDINE, MATHESON &amp; CO., General Managers.

Hongkong, September 26, 1889. 1863

EASTERN AND AUSTRALIAN STEAMSHIP COMPANY, LIMITED.

FOR SYDNEY, MELBOURNE AND ADELAIDE.

(Calling at PORT DARWIN &amp; QUEENSLAND PORTS, and sailing through to NEW ZEALAND, TASMANIA, &amp;c.)

The Steamship

Cathie, Captain CHAO, will be despatched for the above

Port on SATURDAY, the 28th Inst., at 4 p.m.

For Freight or Passage, apply to

RUSSELL &amp; CO., Agents.

Hongkong, September 26, 1889. 1882

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY AND TAMSUI.

The Co.'s Steamship

Hawking, Captain GODDARD, will be despatched for the above

Port on SUNDAY, the 29th Instant, at Daylight; instead of as previously advertised.

For Freight or Passage, apply to

DOUGLAS LAPRAIK &amp; CO., General Managers.

Hongkong, September 26, 1889. 1871

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Co.'s Steamship

Lecter, Captain SCALE, will be despatched as above on

MONDAY, the 30th Inst., at 4 p.m.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1872

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

The Co.'s Steamship

Zaffiro, Captain MARSHALL, will be despatched as above on

MONDAY, the 30th Inst., at 4 p.m.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1873

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo &amp; Passengers at through rates for NINGPO, CHEFOO, NEW-CHWANG, TIENSIN, HANKOW and Ports on the YANGTSEK.)

The Co.'s Steamship

Sardou, Captain BARBER, will be despatched as above on

TUESDAY, the 1st Inst.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1874

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI VIA AMOY.

(Taking Cargo &amp; Passengers at through rates for NINGPO, CHEFOO, NEW-CHWANG, TIENSIN, HANKOW and Ports on the YANGTSEK.)

The Co.'s Steamship

Sardou, Captain BARBER, will be despatched as above on

TUESDAY, the 1st Inst.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1875

## To-day's Advertisements.

FOR SHANGHAI.

The Steamship

Amoy, Capt. T. LEHMANN, will be despatched for the above Port TO-MORROW, the 27th Inst., at 4 p.m., instead of as previously notified.

For Freight or Passage, apply to

SIEMSEN &amp; CO., Hongkong, September 26, 1889. 1862

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI.

(Taking Cargo &amp; Passengers at through rates for NINGPO, CHEFOO, NEW-CHWANG, TIENSIN, HANKOW and Ports on the YANGTSEK.)

The Co.'s Steamship

Amoy, Capt. RILEY, will be despatched above TO-MORROW, the 27th Instant, at 8.30 for 9 p.m. precisely. VISITING BRETHREN are cordially invited.

Hongkong, September 26, 1889. 1863

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Co.'s Steamship

Cyclop, Captain NISS, will be despatched as above on TUESDAY, the 1st Proximo.

Passenger for Europe desiring to proceed OVERLAND, can, on application to the Undersigned, have their Tickets endorsed for surrender at Algiers in exchange for Coupon Tickets to MARSEILLEs (by Transatlantic Company's express boats), and thence to PARIS or LONDON. Algiers is 28 hours steam from Marseilles, and thence to London occupies about the same time.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1873

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI.

(Taking Cargo &amp; Passengers at through rates for NINGPO, CHEFOO, NEW-CHWANG, TIENSIN, HANKOW and Ports on the YANGTSEK.)

The Co.'s Steamship

Cyclop, Captain NISS, will be despatched as above on TUESDAY, the 1st Proximo.

Passenger for Europe desiring to proceed OVERLAND, can, on application to the Undersigned, have their Tickets endorsed for surrender at Algiers in exchange for Coupon Tickets to MARSEILLEs (by Transatlantic Company's express boats), and thence to PARIS or LONDON. Algiers is 28 hours steam from Marseilles, and thence to London occupies about the same time.

For Freight or Passage, apply to

BUTTERFIELD &amp; SWIRE, Agents.

Hongkong, September 26, 1889. 1873

STEAM TO SHANGHAI.

The P. &amp; O. S. N. Co.'s

Steamship

Pandora, Captain L. H. MOUL, will leave for the above place about 24 hours after her arrival with the outward English Mail.

E. L. WOODIN, Superintendent.

P. &amp; O. S. N. Co.'s Office, Hongkong, September 26, 1889. 1865

STEAM TO YOKOHAMA, VIA NAGASAKI AND KOBE.

(Passing through the INLAND SEA.)

The P. &amp; O. S. N. Co.'s

Steamship

Kasuga, Captain W. L. BROWN, will leave for the above place about 24 hours after her arrival with the outward English Mail.

E. L. WOODIN, Superintendent.

P. &amp; O. S. N. Co.'s Office, Hongkong, September 26, 1889. 1865

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR TIENSIN.

The Co.'s Steamship

Yankee, Captain SLESSOR, will be despatched as above on or about the 10th October.

For Freight or Passage, apply to

JARDINE, MATHESON &amp; CO., General Managers.

Hongkong, September 26, 1889. 1861

DAKIN BROS. OF CHINA, LIMITED.

MANUFACTURERS OF

ERATED WATERS.

THE Factory is fitted with a powerful

Steam Plant of the most reliable

and modern description. The whole

process of manufacture is under the

continuous supervision of a qualified

English Chemist.

The following are manufactured daily:

ERATED WATER, GINGER ALE,

SODA WATER, SELTZER,

LEMONADE, LITHIA,

TONIC, SARSPARILLA,

NOTIFICATION.

HONGKONG VOLUNTEER ARTILLERY.

I.

The DRILL SEASON of the above Corps will commence on the 1st October.

II.

Surgeon CANTILE will attend at Head

Quarters every FRIDAY EVENING, at 6 o'clock, to inspect any GENTLEMEN wishing to JOIN.

III.

Intending MEMBERS, on passing MEDICAL

EXAMINATION, will be enrolled and passed

on to recruit DRILL AT ONCE.

IV.

Any one who has previously been an

efficient MEMBER of a VOLUNTEER CORPS

will not be required to drill until November, but

it will be the advantage of all such NEW

MEMBERS to ENROL as early as possible.

V.

Expresses of Drills &amp;c. will be issued

BY ORDER.

H. T. HAWKINS, Captain, R.A.

Adjutant Hongkong Volt. Artillery.

HEAD QUARTERS,

Hongkong, September 26, 1889. 1869

STEAMSHIP OAUS.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE TO CONSIGNEES.

CONSIGNEES of Cargo from London

ex Steamer and Tewkesbury

and from Havre ex Steamship Tewkesbury

in connection with the above Steamer

are hereby informed that their Goods

and Values are being landed and

stored at their risk at the Company's

## MR. COOPER AND MESSRS. DANBY AND LEIGH.

The following is Mr. Cooper's reply to the charge made against him by Messrs. Danby and Leigh:

Sanitary Board Office,  
September 14th, 1889.

Sir.—In compliance with the resolution passed at the meeting of the Sanitary Board on the 28th ultime, I have the honour to reply to Messrs. Danby and Leigh's letter of the 21st ultime, asserting that the Sanitary Surveyor is abusing his authority as a public servant in his capacity as Sanitary Surveyor or in any of the other various appointments which he has on time to time filled by obliging them on behalf of their clients to adopt the "Separate System."

I am not aware that I have filled any other appointment under the Sanitary Board than that of Sanitary Surveyor, and I therefore propose to confine myself to answering those charges affecting my position as such.

Messrs. Danby and Leigh commence and conclude a list of four instances by paragraphs so general in character that it may further explain that, except in the four cases particularly described, I must ask for further information.

Case I.—Referring to a permit for verandahs, will you nominate to lay the stress on the "Separate System" as in case of Marine Lots 102 and 103?

As Sanitary Surveyor to the Board I have nothing whatever to do with the erection of verandahs, and I may mention I have not and never had power to grant or refuse permission.

Case II.—"Obliging us to reduce the size of our private drains between the lot and the Government sewer to such a size as to oblige us to adopt a greater or less degree of the 'Separate System' as in the case of Marine Lots 10 and 12."

The plan for the drainage of Marine Lots 10 and 12 were submitted on the 8th ultime, and show lines of pipes traversing the back-yards of the premises on those lots laid at a gradient of 1 in 30. As far as I can gather from the plan the area drained does not exceed 24,000 square feet. 31 inches of rainfall per hour over the area represents 177 cubic feet per minute.

A 10-inch pipe laid with a gradient of 1 in 30 will discharge 212 cubic feet per minute, or nearly double the quantity of water contributed to that area due to rainfall of 31 inches per hour, which is the heaviest on record in this Colony so far as I am aware.

I therefore objected to the connection with the Government sewer being made larger than 9 inches as unnecessarily interfering with the construction of such sewer and the public roadway.

Case III.—"Obliging us to keep up the end of the outfall of private drains so as to connect to some future scheme instead of the existing one as in the case of Marine Lots 102 and 103."

In connection with the house drains in contemplation in the lower portion of the city, I have carefully considered the lowest levels at which their outfalls should be fixed so that as far as possible they should obtain a free outfall on the completion of the Praya extension or in the event of the Government constructing an intercepting sewer, as proposed by Mr. Chalwell in 1882 and recently alluded to in connection with the Praya Extension Scheme by Sir John Coode, the public or private individual should not be put to the expense and annoyance of reconstructing recently constructed house drains.

I cannot admit that I refused to allow Messrs. Danby and Leigh to make a deep connection with the Government sewer in this case, though on being asked by them I informed them the outlet should not be lower than 7.80 feet above Ordnance Datum and that is the first intimation I have received that they raised any objection.

I am sure the Board will see the importance of placing some restriction on the levels at which house drains are allowed to discharge into the Public Sewer if any Sewerage System is to be maintained.

Case IV.—"Obliging us to obtain a permit from the Surveyor-General to connect private drains to Government Sewers as in the case of Marine Lot 71."

In reply to this I would point out that in the minute of the meeting of the Sanitary Board on the 14th ult. re drains on Marine Lots 20 and 21, I find the following entry; the minutes were confirmed at the meeting on the 24th ult.:

The Secretary was directed....., but that the Board has authority to authorize any connection with the Government drains. Permission for that purpose must be obtained from the Surveyor-General.

In conclusion I wish to inform the Board that I have not to the best of my knowledge and belief, in a single instance, allowed myself to be influenced in carrying out the directions entrusted to me by the Board by the "Separate System" of drainage now under the consideration of the Government. I have the honour to be, Sir, Your most obedient Servant,

FRANCIS COOPER,  
Sanitary Surveyor.

To the Secretary of the Sanitary Board.

SUPREME COURT.  
IN ORIGINAL JURISDICTION  
(Before the Full Court.)

Thursday, Sept. 23.

WILL CHUN LAN V. HO LAI SHI.—A DISPUTED WILL.

The Acting Chief Justice (Mr. Justice Clarke) gave judgment in this suit to-day. Mr. Francis, Q.C., appeared for the plaintiff, and Mr. Pollock, instructed by Messrs. Ewiss and Reece, for the defendant.

The Acting Chief Justice said—This is a suit for the administration of the trusts of the will of Ho Tsin Shan, who died on the 4th April 1871 leaving personal estates of considerable value. The terms of the will so far as they are material to the consideration of the question raised are as follows:

"I give all my estate real and personal whatsoever to my beloved wife Ho Tsin Shan, and my sons (five in number naming them), and my daughters (four in number naming them). This will was granted to the widow and present defendant on June 6th 1871. The plaintiff, one of the daughters named in the will, claims to be beneficially interested and therefore entitled to an administration decree, a claim which is resisted by the defendant on the ground that the will vests the property absolutely in herself. Before discussing the meaning of the will it is necessary to notice an objection urged by the plaintiff, viz., that the defendant is estopped to administer from setting up an absolute property under the will by a judgment of this Court in suit No. 8 of 1883.

That was an action by the official assignee of the estate of Ho Tsin, one of the sons, who had been adjudicated bankrupt, against the present defendant for administration.

The defendant moved by way of demurrer for the dismissal of the action on the ground that she had any statement to make.

The men told substantially the same story about their having been in the shrimp boat for the purpose of fishing when three men in another boat compelled them by threats and violence to go along side the Japon and take something into their boat. They added that they never knew anything of what was taking place.

His Worship committed the case for trial at the Criminal sessions. The women were allowed half of \$20 each, the men being refused bail.

Ward, 1, Hare, 445; Jubb, 1, Jubb, 9, Sim, 50; Crockett, 1, Crockett, 6, Hare, 41; and Godfrey, Godfrey, 2, N. R. 16, all cases similar to the present, in this respect that the mother, though meant to be invested with a certain discretion, was declared to be a trustee for herself and children, no specific declaration of the extent of the children's interest was made in the first instance; and I think it will be both just and convenient to follow this practice in the present case. The usual account to be taken with liberty to report special circumstances. Further directions and costs reserved.

The Acting Puisne Judge (Mr. Justice Wise) said—I am of the same opinion.

With reference to the preliminary objection which was raised on behalf of the plaintiff that the defendant was estopped from setting up this defense of an absolute gift in consequence of a decision delivered in suit No. 88 of 1883, I consider, on looking up the papers in that suit and on perusing the decision referred to, that the learned Chief Justice did not decide the point in question although he certainly expressed an opinion in favor of the establishment of trust. The words of the will before us are as follows:—"I give all my estate, real and personal whatsoever to my beloved wife Ho Lai Shi, to be administered by her as she may think best in behalf of herself, my sons, (naming them) and my daughters (naming them). Numerous cases were cited at the hearing, but I think that the case of Lambe v. Eames which was carried to the Court of Appeal (L. B. 597) is the one that has most bearing on the present case, and was the one chiefly relied upon by the defendant. In that case the testator gave his wife to his widow "to be at her disposal in any way she may think best for the benefit of herself and family," and the Court held that these words did not constitute a trust, and Lord Justice Justice said some strong observations on the inadvisability of creating trusts where no trust was intended. It is the former case therefore which I think the principal laid down in Lambe v. Eames, we should be compelled to hold that the widow took an absolute interest. However, I am of opinion that the two cases are distinguishable. In Lambe v. Eames the words were "for the benefit of herself and family," and it might be said that there was an uncertainty as to the objects of the trust. In the present case, however, there is no such uncertainty, as the testator expressly names the objects. Secondly, in Lambe v. Eames, the estate is left to the widow "to be at her disposal in any way she may think best for the benefit of herself and family," and I think the testator's language indicates an intention to create a trust, the Court must be careful to avoid rash conclusions. In favor of an absolute gift merely because in the more modern cases words somewhat similar to those in the present will have been insufficient to create a trust. On the other hand, upon the principle laid down in Lambe v. Eames, we should be compelled to hold that the widow took an absolute interest.

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## NEWS BY THE FRENCH MAIL.

The M. M. steamer *Oreus* arrived this morning with the French mail of 23d August. We take the following telegrams from our exchanges:—

GERMAN BLOCKADE OF SARDANI.  
Zanzibar, Sept. 8.—The health of the British troops in Egypt continues in a bad state. No less than six per cent. of the officers and nine per cent. of the men are on the sick list.

TURKEY AND ARMENIA.

Constantinople, Sept. 9.—The Sultan has ordered the Cabinet to meet in a special Council to study what are the best means of putting an end to the disorder in Armenia. The ministers are instructed to endeavour to satisfy all proved grievances of the people without conferring special privileges on any class.

THE ROWING CHAMPIONSHIP.

London, Sept. 9.—In the sculling race for the championship of the world rowed on the Thames course Scinde the Australian boat O'Connor the Canadian.

(London and China Express, 23rd Aug.)

The *Sophie*, which recently returned from the China station, is to be surveyed as to her suitability as a training-ship.

The *Army and Navy Gazette*, referring to the recent sharp run of the Imperials flagships, which, after an overhail and repair by her own engine room staff, realized a speed of over 16 knots for four hours, with an air-pressure in the stockholes equal to no more than half-an-inch of water, says:—This is a matter of the very greatest importance. Half-inch is about the customary pressure that obtains in such steamers as the *Trident* and *City of Rome*, whereas at full-speed contractors' trials of ships for the Royal Navy, five or six times as much has been the rule of late years. Only in this way could the last wretched indicated horse-power that the manufacturers were bound to produce be extracted. And with what disastrous results let the burnt tubes and tube-plates, the crippled and rickety shells of the boilers of the *M.*'s and the Sharpshooters, the Grasshoppers, and the Spiders, tell the tale. It is sincerely to be hoped that nothing but the most cruel necessity will ever tempt the captain of the *Imperials*, as long as he can get 16 knots with half-an-inch of water, to fit for 17 knots and a pressure of 3in.

Colonel A. Burton-Brown, R.A., who has already done service in Singapore, has been appointed to the command of the Royal Artillery stationed in the Straits Settlements.

H.M.S. *Australia*, a vessel which has steam 21½ knots an hour, and which has been mentioned as going to join the flag in China, is spoken of as being very badly ventilated. Should such be the case, which we believe, some alterations should certainly be made as she is bound to a hot station. A few people in the East know what the men suffered on the *Agamemnon*, but the *Australia* is more deficient still in the necessary fresh air.

Some correspondence has taken place on the new contract for conveyance of mails to Japan and China by the Canadian Pacific route. It is claimed by the opponents of the scheme that there will be no saving for despatch of mails to Hongkong, and that it yet remains to be seen how much can be saved on the route to Shanghai. Perhaps so; but as *The Times* remarks, it is not a question of speed alone. The contract must be made in a broader light. It is the Empire together, and it accords an alternative route to the East which would be invaluable in time of war, from the fact that it is purely through the open sea and British territory. It is therefore not dependent on the forbearance of any foreign Power. It is on Imperial grounds alone that the Treasury passed the contract, for they had previously refused to spend any money whilst the route was only advocated for postal reasons.

A Roman correspondent reports that the Pope spoke to the cardinals last Sunday (18th Inst.) of the great success of the Roman Catholic clergy in Japan. Cardinal Simoni, Prefect of the Congregation of the Propaganda, is preparing for an exceptional struggle with the Russian Church, which is striving, with good prospect of success, to cover almost the whole country.

Mr. A. J. Little, whose name is well known in connection with the attempt to open steam navigation on the Yangtze to Chung-king, has arrived in London. Mr. Little, we understand, is ready to return at a moment's notice should the desired permit be issued, which it is fervently hoped will be in time to make the attempt this autumn.

Speaking on this subject we may say that we learn all opposition at Peking has been overcome, and that it is the Vicereign of Szechuen who is the present stumbling-block. He declares with some vehemence the during his time no foreign steamer shall be allowed to go up. The spectacle of the Metropolitan Government being set at nought by a provincial official of any rank, no matter how high, is one that could probably only be witnessed in China.

THE SENTENCE ON SULLIVAN.

*Paris* (Miss.), August 17.—The court did not open until nearly 9 o'clock this morning. Judge Terrell was on hand long before the time, and Sullivan was seated before the bar, showing up before his attorney came to court. He looked pleasant and unconcerned, although there was trouble in his eye after the jury was seated and he glanced over at the men who had found him guilty. The crowd in court was small, but grew larger in a few minutes, for hardly was the court seated when the Grand Jury filed in. They presented one indictment to be recorded, and then filed out again.

The Sullivan case was then taken up.

Attorney Calhoun read to the Court the following:

"We the under-signed members of the Grand Jury impaneled at the present term of court and the panel jury, who tried the case of the State v. John L. Sullivan, convicted of prize fighting, respectfully show to the court that, in view of the fact that this is the first conviction for the offence named in this State, and for other reasons, they respectfully recommend and request that your Honour will impose no higher penalty than a fine of \$100, and that no imprisonment be inflicted."

Ed. Davis was the only petit juror who refused to sign. The Grand Jury all signed it, as well as the Sheriff, Clerk, and officers of the court, and the Justice of the Peace before whom the case was first tried.

General Ford supplemented the petition by a few remarks. He said that he had had an opportunity to learn public feeling and sentiment in the matter, and without a single exception it seemed to be the desire that the court exercise a great degree of clemency as possible.

There was a pause. Then a stir in the audience, when the silence was broken by Sullivan himself. The champion rose up before the bar, and, speaking in a loud, clear, and steady voice, said: "Your Honour, I desire to make a few remarks: I can only ask for your clemency in this matter. No doubt I have done something wrong, but, as my counsel told you, I was ignorant of the law. I am not as oratorical as the distinguished District Attorney on my right, or my counsel, who have addressed you, and, therefore, beg to remark that I am your humble servant, John L. Sullivan."

Sullivan sat down and looked at the court, awaiting his doom.

Judge Terrell, after a moment or two, asked for the petition presented by General Ford. That was an appeal or mercy, and the fact that the court asked for it was considered to be good. After further argument, his suggestion, he folded it carefully, laid it on the table, and said: "Stand up, Sullivan." Sullivan stood up quickly. He threw out his chest, looked the court full in the face, and was evidently determined upon perfect self-control.

Judge Terrell spoke slowly. "It seems to me that this trial, at Richburg was a gross affront to the laws of the State, where the authorities personally forbade it. It seems to have been accomplished with systematic arrangement and in the presence of invited thousands. It seems on the part of all concerned in it to have been a studied disregard and contempt for the law. They came from and through many States whose authority and civilization deterred them from any attempt at such public lawlessness within their limits, and they chose the State of Mississippi as the only fit ground for such a combat, indicating their contempt for the sentinels of her sanctity—books. The sentence of the law is that, as a punishment for the offence for which you are convicted, you shall suffer imprisonment for twelve months in the County Jail."

Sullivan gloomily took his seat. None of his friends spoke to him then. They left him to his own reflections. However, when he got under the railing to leave the courtroom, he faced the sympathizing crowd with a broad smile.

On appeal of the case to the Supreme Court, Sullivan gave bond for \$1,000 for his appearance and \$500 costs. He left Purvis at 6.37 p.m., accompanied by his friendly friend Oliver.

There was a large crowd at the depot, who bade him good-bye. On the train, Sullivan had but little to say and behaved well, although a little jolly. When the train passed Richburg Charlie Rich was at the depot with a large concourse of people. Bonfires were lit and cheerers were given to the champion.

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A SHELTON HOOOPER, Secretary.

Hongkong, 3rd May, 1889. 844

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RESIDENTS in the Colony would materially aid the SENATE OF THE COLLEGE by forwarding to the Annex Memorial Hospital.

(1.) Glass Jars (for museum purposes).

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Address to JAMES CANTLIE, Hon. Sec. to the College.

Hongkong, August 7, 1889. 137

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Hongkong, January 13, 1885. 66

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August 14, 1889. 1582

A RAMBLE THROUGH SOUTHERN FORMOSA.—By Mr. G. TAYLOR.

This Article, which has been reprinted from the *China Review*, contains one of the best Sketches of Formosa life yet written.

A few roughly-executed Woodcuts are included in the pamphlet.

May be had—Price, \$1—1st Messrs. LANE, CRAWFORD & CO., and MESSRS. KELLY & WALSH, Limited, Hongkong; also, Mr. N. MOALE, Amoy.

Hongkong, March 3, 1889.

1884.

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12 " 2 p.m., half hour.  
4 " 8 " quarter of an hour.

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NIGHT TRAMPS at 10.30 and 11 p.m.

## SUNDAYS.

10.40 a.m. to 12 to 1.30 p.m. every quarter of an hour.

## 4 to 8 p.m. every quarter of an hour.

9.10, 10.30 and 11 p.m.

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Hongkong, May 1, 1889. 821

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